

ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> \underline{ad} buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Candid	ate/Issue		Levdans	ky /0/ state 2 - 11/6/12	e Congress
candida	Dates (if one folder is used per ate, a separate checklist must be sted for each flight)		11/2/1	2- 11/6/12	-
	·····				<u>Initials</u>
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17	7)	Date:	10/31/12	BP
2.	Original contract showing requested time (when available)		Date:	11/4/12	BP
3.	Updated contracts as order changes.		Date:		
4.	Invoice of schedule as actually broadcas including amount of rebates given (exact date, time, class of time and amount for each rebate), if any		Date:	11/11/12	
			Checklist Comp	leted:	
		By:	Brian	Roughter	
		Date:		/12	

NAB ERONDCASTERS

AGREEMENT FORM FOR POLITICAL BROADCASTS

STATION and LOCATION WTA	F DITTE	73.10 IJ	D-1 10/-	3//	# 2012
STATION and LOCATION 2017	<u> </u>	4	(being)	the state of the last of the l	
I TLENE MATZ, CO	IPS Lock (BMMUNICO	tion Son behalf o	n DAVID	LEVDANSKY
a legally qualified candidate of the	EMOCRATIC	political p	party for the office of	FA HOL	SE OF
REPRESENTATI					
in the GENERAL	, election to be held	on Noven	1BER 6, do her	eby requist static	on time as follows:
Time of Day, Length of Rotation or Broadcast Package	Days	Class of Time	Times Per Week	No. of Weeks	Rate
30 VARIOUS	FRI-TUES	5	VARIOUS	1	VARIOUS
Date of First Broadcast	1	ast Broadcast		\$ 1100	5 gross
11/2/12	11/6	117	Total Charges	1602	3 gross
The broadcast time will be used by	pove-described or	oaccast time tra	been furnished by		
I EVDANSKY F					
nishing the payment, if other than an in other unincorporated group. The name	dividual person, is as and offices of	() a corporat the chief executiv	e officers of the entity	Mat () 217, 8850	ty. The snifty fur- scietion; or ()
SOFFPHINE C	HM, I	REASUR	ER		
					-
The state of the s			<u> </u>		
I agree to indemnify and hold harmles ensue from the performance of the abovition, which will be delivered to the station the two preceding sentences are not ap to me its political advertising political. (Note: The preceding sentence may be the candidate or his/her authorized co-	e-nated broadcasts n at least plicable if the cano notuding: applicat deleted). The pure	didate personally bis classes and rate thase of the time of the preceding sent	before the time appears during the brows; and discount, proriescribed herein is contended applies only to a	of the scheduled padcast.) The stanonional and other rolled, approved	broadcasts. (Note: tion has disclosed her sales practices. dor authorized by in-federal office.)
Accepted Rejected By This request, whether accepted or rejected.	Brigan Record, will be avail	Paughter labor out is in	Title	JSM	Reit?

TURN OVER FOR POST-BROADCAST FOLLOW-UP

CONTRACT



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

And:

Caps Lock Communications 700 River Avenue Suite 416 Pittsburgh, PA 15212

	Contract / Re	vision		Alt Order #	ŧ
	969255	1		WOC1003	6338
Product					
Election					
Contract Dates	Estimate #				
10/29/12 - 11/11/12	203				
Advertiser			Ori	ginal Date	/ Revision
Levdansky/D/Pa State Ho	use		1	0/31/12	/ 11/02/12
	Billing Cycle	Billing	Cal	endar	Cash/Trade
	EOM/EOC	Broado	ast		Cash
	Station	Accour	nt E	xecutive	Sales Office
	WTAE	Chuck	Mai	rtin	Pittsburgh
	Special Hand	ling			
×	Demographic				
W. 4	Adults 35+				
n.					Total Ratings
					128.70
2	IDB#	Adverti	ser	<u>Code</u>	Product Code
	1099	9			27
	Agency Ref			Advertiser	Ref
				1	

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Rtn Type	Spots	Amount
N 1 WTAE 10/29/12 11/04/12 Sun 8-10am News	8-10am	:30	NM	2	\$1,100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S 2	<u>Rate</u> <u>Ratir</u> \$550.00 5.5				
N 2 WTAE 10/29/12 11/04/12 Sat 8-10am	8-10am	:30	NM	2	\$1,100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S- 2	<u>Rate</u> <u>Ratir</u> \$550.00 5.1				**,********
N 3 WTAE 10/29/12 11/04/12 Sat 5-7am	5-7am	:30	NM	1	\$350.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> <u>Ratir</u> \$350.00 2.8				
N 4 WTAE 10/29/12 11/04/12 Good Morning America Sun	7-8am	:30	NM	1	\$700.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S 1	<u>Rate</u> <u>Ratin</u> \$700.00 4.9				***************************************
N 5 WTAE 11/05/12 11/11/12 5-6pm News M-F	5-6pm	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	Rate Ratin \$800.00 5.4	0			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 WTAE 11/05/12-11/11/12 5-6pm News M-F	Start/End Time	Weekdays Length	Rate Rtg Type		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	5-6pm 4 11	M: :30 \$8	90.00 5.40 NM		
N 6 WTAE 11/05/12 11/11/12 6-6:30pm News	6-6:30pm	:30	NM	0	60.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate Ratin		NIVI	0	\$0.00
Week: 11/05/12 11/11/12 M 1	\$900.00 6.0				
Spot Ch Date Range Description		Weekdays Length	Rate Rtg Type		
1 WTAE 11/05/12-11/11/12 6-6:30pm News See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	0.00piii	M: :30 \$90	00.00 6.00 NM		
N 7 WTAE 10/29/12 11/04/12 Chirs Matthews Sun	4.77 11-1130am	.20			
Class of Time - Pre-emptible with notice	11-1130am	:30	NM	1	\$325.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



www.thepittsburghchannel.com

Start Date

Week: 10/29/12

Week: 10/29/12

N 14 WTAE 10/29/12

End Date

11/04/12

Class of Time - Pre-emptible with notice

11/04/12

Start Date End Date

<u>Weekdays</u>

11/04/12 6-6:30pm News

Weekdays

----F--

Spots/Week

Spots/Week

WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300
 Contract / Revision
 Alt Order #

 969255 /
 WOC10036338

 Contract Dates
 Product
 Estimate #

 10/29/12 - 11/11/12
 Election
 203

 Advertiser
 Original Date / Revision

 Levdansky/D/Pa State Ho
 10/31/12 / 11/02/12

Spots/

*Line Ch Start Date End Date Description	Start/End T	Time Days Len	igth Week Ra	ate Rtn	Type Sp	ots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12 S 1	<u>Rate</u> \$325.00						
N 8 WTAE 11/05/12 11/11/12 Good Morning America	7-9am	ī	:30		NM	2	\$1,500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2	<u>Rate</u> \$750.00	Rating 4.40					
N 9 WTAE 11/05/12 11/11/12 6-7am News	6-7am		:30		NM	2	\$1,500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2	<u>Rate</u> \$750.00	Rating 4.30					
N 10 WTAE 10/29/12 11/04/12 5-6am News	5 - 6am		:30		NM	1	\$500.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> \$500.00	Rating 2.50					
N 11 WTAE 10/29/12 11/04/12 Good Morning America	7-9am		:30		NM	0	\$0.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12F 2	<u>Rate</u> \$750.00	Rating 4.30					
Spot Ch Date Range Description	Start/End Ti	ime Weekdays	Length R	ate Rtg	<u>Type</u>		
1 WTAE 10/29/12-11/04/12 Good Morning America	7-9am	F	:30 \$ 750.	<i>00</i> 4.30	NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10, 2 WTAE 10/29/12-11/04/12 Good Morning America	14.11 7-9am	F	:30 \$750.	<i>00</i> 4.30	NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,		•	.00 4700.	4.00	, , , , ,		
N 12 WTAE 10/29/12 11/04/12 Good Morning America Sat	7-8am		:30		NM	1	\$700.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S- 1	<u>Rate</u> \$700.00	Rating 3.90					
N 13 WTAE 10/29/12 11/04/12 6-7am News	6-7am		:30		NM	1	\$750.00
Class of Time - Pre-emptible with notice							• 00 0000000000000000000000000000000000

Rate

Rate

\$900.00

\$750.00

6-6:30pm

Rating

Rating

5.30

4.00

:30

NM

10

\$6,500.00

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Contract / Revision Alt Order # 969255 WOC10036338 **Contract Dates** Product Estimate # 10/29/12 - 11/11/12 Election 203

Advertiser Original Date / Revision 10/31/12 / 11/02/12 Levdansky/D/Pa State Ho

			Spots/					
*Line Ch Start Date End Date Description	Start/End Time	Days Ler	ngth Week	Rate	Rtn	Type S	Spots	Amount
Start Date End Date Weekdays Spots/Week	Rate Rati	ng		THE RESERVE OF THE PARTY OF THE				Alleria en canada constitución de ca
Spot Ch Date Range Description	Start/End Time	Weekdays	Length	Rate	Rtg	Type		
1 WTAE 10/29/12-11/04/12 6-6:30pm News	6-6:30pm	F	:30	\$900.00		NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,	14.11			A SECTION OF THE SECT				
2 WTAE 10/29/12-11/04/12 Sat 5-7am	5-7am	sa	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1								
3 WTAE 10/29/12-11/04/12 Sat 5-7am	5-7am	sa	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1				•				
4 WTAE 10/29/12-11/04/12 Sat 8-10am	8-10am	Sa	:30	\$550.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1				,				
5 WTAE 10/29/12-11/04/12 Sun 5-7am News	5-7a	St	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1				******				
6 WTAE 10/29/12-11/04/12 Sun 5-7am News	5-7a	St	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1								
7 WTAE 10/29/12-11/04/12 Sun 8-10am News	8-10am	SL	:30	\$550.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1				*******				
8 WTAE 11/05/12-11/06/12 M-F 430-5am	430-5a	MTu	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1				4000.00	0.00			
9 WTAE 11/05/12-11/06/12 M-F 430-5am	430-5a	MTu	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1			.00	4000.00	0.00			
10 WTAE 11/02/12-11/02/12 M-Sun 11pm News	M-Su 11-11:35pm	F	:30	\$1,500.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1		•		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0.00			
11 WTAE 11/05/12-11/05/12 M-Sun 11pm News	M-Su 11-11:35pm	M	:30	\$1,800.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1			.00	,,000.00	0.00			
N 15 WTAE 10/29/12 11/04/12 Sun Early News	630-7p		:30			NM	0	\$0.00
Class of Time - Pre-emptible with notice	555 · p		.00			14141	O	Ψ0.00
Start Date	Rate Ratir	na						
Week: 10/29/12 11/04/12S 1	\$800.00 4.1							
Spot Ch Date Range Description	Start/End Time	Weekdays	Length	Rate	Rta	Туре		
1 WTAE 10/29/12-11/04/12 Sun Early News	630-7p	St	:30		4.10			
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,			,,,,	\$ 000.00				
N 16 WTAE 10/29/12 11/04/12 5-6pm News M-F	5-6pm		:30			NM	0	60.00
Class of Time - Pre-emptible with notice	ООРП		.50			MIVI	0	\$0.00
Start Date End Date Weekdays Spots/Week	Rate Ratir	na						
Week: 10/29/12 11/04/12F 2	\$800.00 4.7							
Spot Ch Date Range Description	Start/End Time	Weekdays	Length	Data	Dta	Tuno		
1 WTAE 10/29/12-11/04/12 5-6pm News M-F	5-6pm	F	:30	Rate	Rtg :			
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10.1	The second secon		.30	\$800.00	4.70	IVIVI		
2 WTAE 10/29/12-11/04/12 5-6pm News M-F	5-6pm	F	:30	\$900.00	4 70	0/04		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1			.30	\$800.00	4.70	IVIVI		
N 17 WTAE 10/29/12 11/04/12 Live with Kelly								
	9-10am		:30			NM	1	\$500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Data Datin	_						
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12F 1	<u>Rate</u> <u>Ratin</u> \$500.00 3.0							
		10						
N 18 WTAE 11/05/12 11/11/12 Live with Kelly	9-10am		:30			NM	1	\$500.00
Class of Time - Pre-emptible with notice								
Start Date End Date Weekdays Spots/Week	Rate Ratin							
Week: 11/05/12 11/11/12 M 1	\$500.00 3.2	Ü						
N 19 WTAE 11/05/12 11/05/12 Jimmy Kimmel	1205-105A / 1135F		:30			NM	1	\$400.00
Start Date End Date Weekdays Spots/Week	Rate Ratin	д						

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



	Contract / Revision 969255 /	Alt Order # WOC10036338	
<u>Contract Dates</u> 10/29/12 - 11/11/12	Product Election	Estimate # 203	

 Advertiser
 Original Date / Revision

 Levdansky/D/Pa State Ho
 10/31/12 / 11/02/12

*Line Ch Start Date End Date Description	Spots/ Start/End Time Days Length Week Rate Rtn Type Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	Rate Rating \$400.00 3.20	
N 20 WTAE 11/05/12 11/05/12 5-6am News Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	5 - 6am :30 NM 1 <u>Rate</u> Rating \$500.00 2.80	\$500.00
N 21 WTAE 11/05/12 11/05/12 Inside Edition Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	7-7:30pm :30 NM 1 <u>Rate</u> <u>Rating</u> \$1,500.00 4.70	\$1,500.00
Spot Ch Date Range Description 1 WTAE 11/05/12-11/11/12 Inside Edition See MG 21.2	<u>Start/End Time</u> <u>Weekdays</u> <u>Length</u> <u>Rate</u> <u>Rtg</u> <u>Type</u> 7-7:30pm	
2 WTAE 11/05/12-11/05/12 World News Tonight M MG for 21.1 11/05	6-7PM M :30 \$1,500.00 4.70 NM	
	Totals 128.70 29	\$18,425.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 -11/06/12	29	\$18,425.00	\$15,661.25
Totals	29	\$18,425.00	\$15,661.25

Signature:	Date:	

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b)	The Station shall exercise normal precautions in handling of	of property and mail, but assumes no liability f	for loss or damage to program or commercia
materials and other property furnis	shed by the Agency in connection with broadcasts hereunder.	. The Station will not accept or process mail.	correspondence, or telephone calls in
connection with broadcasts except	t after its prior approval.		

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

Print Date 11/19/12

Page 1 of 6

CONTRACT



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

www.thepittsburghchannel.com

And:

Caps Lock Communications 700 River Avenue Suite 416 Pittsburgh, PA 15212

Contract / Revision Alt Order # WOC10036338 969255 Product Election **Contract Dates** Estimate # 10/29/12 - 11/11/12 203 Advertiser Original Date / Revision Levdansky/D/Pa State House 10/31/12 / 11/08/12 Billing Cycle Billing Calendar Cash/Trade EOM/EOC **Broadcast** Cash Station **Account Executive** Sales Office WTAE Chuck Martin Pittsburgh Special Handling Demographic Adults 35+ Total Ratings 100.80 IDB# Advertiser Code Product Code 1099 9 27 Agency Ref Advertiser Ref

*Line Ch Start Date End Date Description	Start/End Time Day	Spots/	ata Dta Tara	01-	
			ate Rtn Type	Spots	Amount
1 WTAE 10/29/12 11/04/12 Sun 8-10am News	8-10am	:30	NM	1	\$550.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> <u>Rating</u> \$550.00 5.50 Start/End Time Weel	kdays Length R	ate Rtg Type		
1 WTAE 10/29/12-11/04/12 Sun 8-10am News See MG 14.12		St :30 \$550.			
2 WTAE 10/29/12 11/04/12 Sat 8-10am	8-10am *	:30	NM	2	\$1,100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12S- 2	<u>Rate</u> <u>Rating</u> \$550.00 5.10			-	\$1,100.00
3 WTAE 10/29/12 11/04/12 Sat 5-7am	5-7am	:30	NM	1	\$350.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S- 1	<u>Rate</u> <u>Rating</u> \$350.00 2.80			·	\$550.00
4 WTAE 10/29/12 11/04/12 Good Morning America Sun	7-8am	:30	NM	1	\$700.00
Class of Time - Pre-emptible with notice			14101	'	Ψ700.00
Week: 10/29/12 End Date Weekdays Spots/Week 11/04/12S 1	<u>Rate</u> <u>Rating</u> \$700.00 4.90				
5 WTAE 11/05/12 11/11/12 5-6pm News M-F	5-6pm	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	<u>Rate</u> <u>Rating</u> \$800.00 5.40				V
Spot Ch Date Range Description	Start/End Time Week	<u>days</u> <u>Length</u> Ra	ite Rtg Type		
1 WTAE 11/05/12-11/11/12 5-6pm News M-F	- op	:30 \$ 800. (
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	4.11				
6 WTAE 11/05/12 11/11/12 6-6:30pm News	6-6:30pm	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	<u>Rate</u> <u>Rating</u> \$900.00 6.00				
Spot Ch Date Range Description	Start/End Time Week	days Length Ra	te Rtg Type		
1 WTAE 11/05/12-11/11/12 6-6:30pm News		:30 \$ 900. (9 0 6.00 NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1		d D = D-1-1-10	1		
Notwithstanding to whom hills are rendered, advertices, agency and acrains in inthin and	ctions: N = New, E = Edite	a, D = Deletea)			

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



 Advertiser
 Original Date / Revision

 Levdansky/D/Pa State Ho
 10/31/12 / 11/08/12

		× .					
			Spots/				
*Line Ch Start Date End Date Description	Start/End Tir	me Days	Length Week	Rate	Rtn Typ	e Spots	Amount
7 WTAE 10/29/12 11/04/12 Chirs Matthews Sun	11-1130am		:30		NN	0	\$0.00
Class of Time - Pre-emptible with notice Start Date	\$325.00	Rating 2.10					
Spot Ch Date Range Description	Start/End Tin			Rate	Rtg Type	_	
1 WTAE 10/29/12-11/04/12 Chirs Matthews Sun Credited	11-1130am		St :30	\$325.00	2.10 NM	7	
8 WTAE 11/05/12 11/11/12 Good Morning America	7-9am		:30		NN	1 1	\$750.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2	<u>Rate</u> \$750.00	Rating 4.40					*,00,00
Spot Ch Date Range Description	Start/End Tin			Rate	Rtg Type	<u>e</u>	
1 WTAE 11/05/12-11/11/12 Good Morning America	7-9am	MTu	:30	\$750.00	4.40 NN	1	
9 WTAE 11/05/12 11/11/12 6-7am News	6-7am		- 20			-	0.1 500 00
Class of Time - Pre-emptible with notice	6-7am		:30		NIV	1 2	\$1,500.00
Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2	<u>Rate</u> \$750.00	Rating 4.30					
10 WTAE 10/29/12 11/04/12 5-6am News	5 - 6am		:30		NN	1 1	\$500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12F 1	<u>Rate</u> \$500.00	Rating 2.50					
11 WTAE 10/29/12 11/04/12 Good Morning America	7-9am		:30		NN	0	\$0.00
Class of Time - Pre-emptible with notice Start Date	\$750.00	Rating 4.30					
Spot Ch Date Range Description 1 WTAE 10/29/12-11/04/12 Good Morning America	Start/End Tim 7-9am	<u>ne Weekdays</u>		Rate	Rtg Type	_	
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1			.30	\$750.00	4.30 NM	1	
2 WTAE 10/29/12-11/04/12 Good Morning America	7-9am	F	:30	\$750.00	4.30 NM	1	
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1						1	
12 WTAE 10/29/12 11/04/12 Good Morning America Sat	7-8am		:30		NM	1	\$700.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> <u>I</u> \$700.00	Rating 3.90					
13 WTAE 10/29/12 11/04/12 6-7am News	6-7am		:30		NM	1	\$750.00
Class of Time - Pre-emptible with notice Start Date	<u>Rate</u> <u>I</u> \$750.00	Rating 4.00					
14 WTAE 10/29/12 11/04/12 6-6:30pm News	6-6:30pm		:30		NM	7	\$5,550.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12F 1	<u>Rate</u> <u>F</u> \$900.00	Rating 5.30					

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



 Contract / Revision
 Alt Order #

 969255 /
 WOC10036338

 Contract Dates
 Product
 Estimate #

 10/29/12 - 11/11/12
 Election
 203

 Advertiser
 Original Date / Revision

 Levdansky/D/Pa State Ho
 10/31/12 / 11/08/12

Spots/ Ch Start Date End Date Description Start/End Time Days Length Week Rate Rtn Type Spots Amount Weekdays Start Date **End Date** Spots/Week Rate Rating Start/End Time Length Spot Ch Date Range Description Weekdays Rate Rtg Type 1 WTAE 10/29/12-11/04/12 6-6:30pm News 6-6:30pm ---F-:30 \$900.00 5.30 NM See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,14.11 2 WTAE 10/29/12-11/04/12 Sat 5-7am 5-7am -----Sa--:30 \$350.00 5.30 NM MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1 3 WTAE 10/29/12-11/04/12 Sat 5-7am 5-7am -----Sa--:30 \$350.00 5.30 NM MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1 4 WTAE 10/29/12-11/04/12 Sat 8-10am 8-10am -----Sa--:30 \$550.00 5.30 NM See MG 14.12 5 WTAE 10/29/12-11/04/12 Sun 5-7am News 5-7a :30 \$350.00 5.30 NM MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1 6 WTAE 10/29/12-11/04/12 Sun 5-7am News 5-7a :30 \$350.00 5.30 NM See MG 14.12 7 WTAE 10/29/12-11/04/12 Sun 8-10am News 8-10am ----SI :30 \$550.00 5.30 NM MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1 8 WTAE 11/05/12-11/06/12 M-F 430-5am 430-5a MT11-----:30 \$350.00 5.30 NM See MG 14.12 9 WTAE 11/05/12-11/06/12 M-F 430-5am 430-5a MTu-----:30 \$350.00 5.30 NM MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1 10 WTAE 11/02/12-11/02/12 M-Sun 11pm News M-Su 11-11:35pm ----F----:30 \$1,500.00 5.30 NM Credited
 Oreal
 Oreal 11 WTAE 11/05/12-11/05/12 M-Sun 11pm News M-Su 11-11:35pm M-----:30 \$1,800.00 5.30 NM MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1 12 WTAE 11/05/12-11/05/12 M-Sun 11pm News M-Su 11-11:35pm M-----:30 \$1,800.00 5.30 NM MG for 14.8,14.4,1.1,14.6 15 WTAE 10/29/12 11/04/12 Sun Early News 630-7p :30 NM 0 \$0.00 Class of Time - Pre-emptible with notice Start Date **End Date** Spots/Week <u>Weekdays</u> Rate Rating Week: 10/29/12 11/04/12 ---S 1 \$800.00 4.10 Spot Ch Date Range Description Start/End Time Weekdays Length Rate Rtg Type 1 WTAE 10/29/12-11/04/12 Sun Early News 630-7p -----St :30 \$800.00 4.10 NMSee MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,14.11 16 WTAE 10/29/12 11/04/12 5-6pm News M-F 5-6pm :30 NM 0 \$0.00 Class of Time - Pre-emptible with notice Start Date **End Date** Weekdays Spots/Week Rate Rating Week: 10/29/12 11/04/12 ----F--2 \$800.00 4.70 Spot Ch Date Range Description Start/End Time Length Weekdays Rate Rtg Type 1 WTAE 10/29/12-11/04/12 5-6pm News M-F 5-6pm :30 \$800.00 4 70 NMSee MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,14.11 2 WTAE 10/29/12-11/04/12 5-6pm News M-F 5-6pm ----F----:30 \$800.00 4.70 NM See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,14.11 17 WTAE 10/29/12 11/04/12 Live with Kelly 9-10am :30 NM \$500.00 1 Class of Time - Pre-emptible with notice Start Date **End Date** Spots/Week Weekdays Rate Rating Week: 10/29/12 11/04/12 1 \$500.00 3.00 WTAE 11/05/12 11/11/12 Live with Kelly 9-10am :30 NM 1 \$500.00 Class of Time - Pre-emptible with notice **End Date** Weekdays Start Date Spots/Week Rate Rating Week: 11/05/12 11/11/12 1 \$500.00 3.20

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



	Contract / Revision	Alt Order #	
	969255 /	WOC10036338	
Contract Dates	Product	Estimate #	
10/29/12 - 11/11/12	Election	203	

Advertiser	Original Date / Revision
Levdansky/D/Pa State Ho	10/31/12 / 11/08/12

	Spots/	
*Line Ch Start Date End Date Description	Start/End Time Days Length Week Rate Rt	tn TypeSpots Amount
Start Date End Date Weekdays Spots/Week	Rate Rating	
19 WTAE 11/05/12 11/05/12 Jimmy Kimmel Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	1205-105A / 1135F :30 <u>Rate</u> <u>Rating</u> \$400.00 3.20	NM 1 \$400.00
20 WTAE 11/05/12 11/05/12 5-6am News Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	5 - 6am :30 <u>Rate</u> <u>Rating</u> \$500.00 2.80	NM 1 \$500.00
21 WTAE 11/05/12 11/05/12 Inside Edition Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 M 1	7-7:30pm :30 <u>Rate</u> <u>Rating</u> \$1,500.00 4.70	NM 1 \$1,500.00
Spot Ch Date Range Description	Start/End Time Weekdays Length Rate R	Rtg Type
1 WTAE 11/05/12-11/11/12 Inside Edition See MG 21.2		70 NM
2 WTAE 11/05/12-11/05/12 World News Tonight MG for 21.1 11/05	6-7PM M :30 \$1,500.00 4.	70 NM
	Totals 100.8	30 23 \$15,850.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 -11/06/12	23	\$15,850.00	\$13,472.50
Totals	23	\$15,850.00	\$13,472.50

Signature:	Date:	
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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]



INVOICE

WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 Main: (412)242-4300 Billing: (781)433-4283

Invoice #	Invoice Date	Invoice Month	Invoice Period
969255-1	11/11/12	November 2012	10/29/12 - 11/06/12

Station Account Executive Sales Office Sales Region Chuck Martin Pittsburgh Local

PITTSBURGH WTAE www.thepittsburghchannel.com Advertiser Product

Estimate Number Levdansky/D/Pa State Hous Election 203

> Flight Dates Order# Alt Order # 10/29/12 - 11/11/12 969255 WOC10036338 Billing Calendar Billing Type Deal# Broadcast Cash

Special Handling

IDB# Advertiser Code **Product Code** 1099 27

Agency Ref Advertiser Ref

Billing Address:

Send Payment To:

P.O. Box 26887

Lehigh Valley, PA 18002-6887

WTAE

6 11/05/12

11/11/12

Class of Time - Pre-emptible with notice

6-6:30pm News

Caps Lock Communications Attention: Accounts Payable 700 River Avenue Suite 416 Pittsburgh, PA 15212

Spots/ Line Start Date **End Date** Description Start/End Time **MTWTFSS** Length Week Rate Type 10/29/12 11/04/12 Sun 8-10am News 8-10am ----S :30 \$550.00 NM Class of Time - Pre-emptible with notice Weeks: Start Date **End Date MTWTFSS** Spots/Week Rate 10/29/12 11/04/12 \$550.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE Su 11/04/12 Sun 8-10am News 8-10am :00 \$550.00 NM See MG 14.12 2 WTAE Su 11/04/12 9:58 AM Sun 8-10am News 8-10am :30 DL6000 SD \$550.00 NM 2 10/29/12 11/04/12 Sat 8-10am 8-10am ----S-:30 \$550.00 NM Class of Time - Pre-emptible with notice Weeks: Start Date **End Date MTWTFSS** Spots/Week Rate 10/29/12 11/04/12 \$550.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE Sa 11/03/12 9:08 AM Sat 8-10am 8-10am :30 DL6000 SD \$550.00 NM 2 WTAE Sa 11/03/12 9:37 AM Sat 8-10am 8-10am :30 DL6000 SD \$550.00 NM 3 10/29/12 11/04/12 Sat 5-7am 5-7am ----S-:30 \$350.00 NM Class of Time - Pre-emptible with notice Weeks: Start Date **End Date MTWTFSS** Spots/Week Rate 11/04/12 \$350.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE Sa 11/03/12 6:50 AM Sat 5-7am 5-7am :30 DL6000 SD \$350.00 NM 4 10/29/12 11/04/12 Good Morning America S₁7-8am ----S :30 \$700.00 NM Class of Time - Pre-emptible with notice Weeks: Start Date **End Date** MTWTFSS Spots/Week Rate 10/29/12 11/04/12 \$700.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE Su 11/04/12 7:40 AM Good Morning America Sun 7-8am :30 DL6000 SD \$700.00 NM 5 11/05/12 11/11/12 5-6pm News M-F 5-6pm M-----:30 \$800.00 NM Class of Time - Pre-emptible with notice Weeks: Start Date **End Date** MTWTFSS Spots/Week Rate 11/05/12 11/11/12 M----\$800.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE M 11/05/12 5-6pm News M-F 5-6pm :00 \$800.00 NM See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,14.11

:30

\$900.00

6-6:30pm



WTAE
P.O. Box 26887
Lehigh Valley, PA 18002-6887

| Invoice # | Invoice Date | Invoice Month | Invoice Period | 969255-1 | 11/11/12 | November 2012 | 10/29/12 - 11/06/12

Advertiser Product Estimate Number
Levdansky/D/Pa State Hous Election 203

www.thepittsburghchannel.com

					Spots/			
	cription	Start/End Time	MTWTFSS	Length	Week	Rate	Туре	
6 11/05/12 11/11/12 6-6: Class of Time - Pre-emptible wi	30pm News ith notice	6-6:30pm	M	:30	1	\$900.00	NM	
Weeks: <u>Start Date</u> <u>End D</u> 11/05/12 11/11		Spots/Week	<u>Rate</u> \$900.00					
Spots: # Ch Day Air Date	Air Time Descrip		Start/End Time	Lengtl	n Ad-ID			Rate Type
1 WTAE M 11/05/12 See MG 14.2,14	6-6:30p 1.3,14.4,14.5,14.6,1	m News 4.7,14.8,14.9,14.10,	6-6:30pm 14.11	:0	0			\$900.00 NM
7 10/29/12 11/04/12 Chir Class of Time - Pre-emptible wi	s Matthews Sun th notice	11-1130am	S	:30	1	\$325.00	NM	
Weeks: <u>Start Date</u> <u>End D</u> 10/29/12 11/04/		Spots/Week 1	<u>Rate</u> \$325.00					
Spots: # Ch Day Air Date	Air Time Descrip	tion	Start/End Time	Length	Ad-ID			Rate Type
1 WTAE Su 11/04/12 Credited	Chirs M	atthews Sun	11-1130am	:00	0			\$325.00 NM
Class of Time - Pre-emptible wi		7-9am	MT	:30	2	\$750.00	NM	
Weeks: <u>Start Date</u> <u>End D</u> 11/11/		Spots/Week 2	<u>Rate</u> \$750.00					
Spots: # Ch Day Air Date	Air Time Descript		Start/End Time	Length	Ad-ID			Rate Type
1 WTAE M 11/05/12 Credited	Good M	lorning America	7-9am	:00)			\$750.00 NM
2 WTAE Tu 11/06/12	7:28 AM Good M	orning America	7-9am	:30) DL6000 SD			\$750.00 NM
9 11/05/12 11/11/12 6-7ar Class of Time - Pre-emptible wit	m News th notice	6-7am	MT	:30	2	\$750.00	NM	
Weeks: <u>Start Date</u> <u>End D</u> 11/11/		Spots/Week 2	<u>Rate</u> \$750.00					
Spots: <u>#</u> Ch <u>Day Air Date</u> 2 WTAE M 11/05/12	Air Time Descript 6:26 AM 6-7am N		Start/End Time	Length				Rate Type
1 WTAE Tu 11/06/12	6:59 AM 6-7am N		6-7am 6-7am		DL6000 SD			\$750.00 NM \$750.00 NM
10 10/29/12 11/04/12 5-6ar	n News	5 - 6am	F	:30	1	\$500.00	NM	\$750.00 TVIVI
Class of Time - Pre-emptible wit Weeks: Start Date End Da		Spots/Week	Rate		· .			
10/29/12 11/04/	12F	1	\$500.00					
Spots: # Ch Day Air Date 1 WTAE F 11/02/12	Air Time Descript 5:42 AM 5-6am N		Start/End Time 5 - 6am	Length	Ad-ID DL6000 SD			Rate Type
	Morning America							\$500.00 NM
Class of Time - Pre-emptible with	h notice		F	:30	2	\$750.00	NM	
Weeks: <u>Start Date</u> <u>End Date</u> 10/29/12 11/04/1		Spots/Week 2	<u>Rate</u> \$750.00					
Spots: # Ch Day Air Date	Air Time Descripti		Start/End Time	Length	Ad-ID			Rate Type
1 WTAE F 11/02/12 See MG 14.2,14.	Good Mo 3,14.4,14.5,14.6,14	orning America .7,14.8,14.9,14.10,1	7-9am 4.11	:00				\$750.00 NM
2 WTAE F 11/02/12	Good Mo	orning America .7,14.8,14.9,14.10,1	7-9am	:00				\$750.00 NM
12 10/29/12 11/04/12 Good Class of Time - Pre-emptible with	Morning America S	:7-8am	S-	:30	1	\$700.00	NM	
Weeks: <u>Start Date</u> <u>End Da</u> 10/29/12 11/04/1	ite MTWTFSS	Spots/Week	<u>Rate</u> \$700.00					
Spots: # Ch Day Air Date	Air Time Description	on .	Start/End Time	Length	Ad-ID			Rate Type
1 WTAE Sa 11/03/12		rning America Sat	7-8am	:30	DL6000 SD			\$700.00 NM
Class of Time - Pre-emptible with		6-7am	F	:30	1	\$750.00	NM	
Weeks: <u>Start Date</u> <u>End Da</u> 10/29/12 11/04/1		Spots/Week 1	<u>Rate</u> \$750.00					

INVOICE



WTAE
P.O. Box 26887
Lehigh Valley, PA 18002-6887

| Invoice # | Invoice Date | Invoice Month | Invoice Period | 969255-1 | 11/11/12 | November 2012 | 10/29/12 - 11/06/12

Advertiser	Product	Estimate Number
Levdansky/D/Pa State Hous		203

www.thepittsburghchannel.com

www.tricpittsburg	Jilonamiei.com	ļ.								Smoto/					
Line Start Da	ate End D	ate De	scription		Start/End Tim	ne	MTWTFSS	Leng		Spots/ Neek		Rate	Туре		
13 10/29/1 Class o	2 11/04 f Time - Pre	/12 6-7 e-emptible v	am New	/s ce	6-7am		F		30	1		\$750.00	NM		
Spots: <u>#</u>	Ch <u>Day</u> WTAE F	Air Date 11/02/12		<u>ime</u> <u>Desc</u> 3 AM 6-7ar			Start/End Time 6-7am	<u>L</u>	<u>ength ر</u> :30	Ad-ID DL6000	SD			<u>Rate</u> \$750.00	Type NM
14 10/29/1: Class of	2 11/04/ f Time - Pre		3:30pm N	lews ce	6-6:30pm		F	:	30	1		\$900.00	NM		
Weeks:	Start D 10/29/1	ate End 2 11/0		MTWTFSS	Spots/Week	<u>k</u> 1	<u>Rate</u> \$900.00								
Spots: #	Ch <u>Day</u> WTAE <i>F</i>	Air Date 11/02/12		ime Desc	ription Opm News		Start/End Time 6-6:30pm	Le	ength /	Ad-ID				Rate \$900.00	Type
	See				,14.7,14.8,14.9,14	1.10,14.1	11		.00					\$300.00	IVIVI
10	WTAE F	11/02/12 dited		M-Su	n 11pm News		M-Su 11-11:35 _t	рт	:00					\$1,500.00	NM
4	WTAE Sa See	11/03/12 MG 14.12		Sat 8	-10am		8-10am		:00					\$550.00	NM
3	WTAE Sa MG		_	AM Sat 5- 1.2,6.1,16.	·7am 2,16.1,14.1		5-7am		:30 [DL6000 :	SD			\$350.00	NM
2	WTAE Sa MG			AM Sat 5- 1.2,6.1,16.	7am 2,16.1,14.1		5-7am		:30 [DL6000 S	SD			\$350.00	NM
6	WTAE Su				-7am News		5-7a		:00					\$350.00	NM
5	WTAE Su MG				-7am News 2,16.1,14.1		5-7a		:30 🗅	L6000 S	SD			\$350.00	NM
7	WTAE Su	11/04/12	8:29	AM Sun 8	-10am News 2,16.1,14.1		8-10am		:30 🏻	L6000 S	SD			\$550.00	NM
8	WTAE M	11/05/12 MG 14.12	, ,		30-5am		430-5a		:00					\$350.00	NM
11		11/05/12 for 15.1,5.1	11:29 .11.1.11	PM M-Sur	11pm News 2.16.1.14.1		M-Su 11-11:35p	m	:30 D	L6000 S	SD			\$1,800.00	NM
12	WTAE M		12:02	AM M-Sur	11pm News		M-Su 11-11:35p	m	:30 D	L6000 S	SD			\$1,800.00	NM
9	WTAE Tu		4:53	AM M-F 4:	30-5am 2,16.1,14.1		430-5a		:30 D	L6000 S	D			\$350.00	NM
15 10/29/12 Class of	11/04/ Time - Pre-	12 Sun emptible w	Early No	ews	630-7p	_	S	:3	30	1		\$800.00	NM		
Weeks:	Start Da 10/29/12			TWTFSS	Spots/Week 1		<u>Rate</u> \$800.00								
Spots: #		Air Date	Air Tir	me Descri	ption		Start/End Time	Le	ngth A	d-ID				Rate	Type
1\	WTAE Su See i		4.3,14.4,	Sun Ea 14.5,14.6,	arly News 14.7,14.8,14.9,14.	10,14.1	630-7p		:00					\$800.00	
16 10/29/12 Class of		2 5-6p	m News	M-F	5-6pm		F	:30	0	2	9	\$800.00	NM		
Weeks:	Start Da 10/29/12	te End D	ate M	TWTFSS	Spots/Week 2		Rate \$800.00								
Spots: # 0		Air Date		ne Descri		,	Start/End Time	Lei	ngth A	d-ID				Data 3	Tum =
1 \	NTAE F	11/02/12		5-6pm	News M-F 14.7,14.8,14.9,14.1	10.14.11	5-6pm	LCI	:00	<u>u-1D</u>				<u>Rate</u> \$800.00	
2 V	NTAE F	11/02/12		5-6pm	News M-F 14.7,14.8,14.9,14.1		5-6pm		:00					\$800.00	NM
17 10/29/12 Class of	11/04/1 Time - Pre-e	2 Live	with Kell	ly	9-10am		F	:30	0	1	\$	5500.00	NM		
Weeks:	Start Dat 10/29/12	e End D	ate M	TWTFSS	Spots/Week		<u>Rate</u> \$500.00								
Spots: <u>#</u> 0 1 V	Ch <u>Day</u>	Air Date 11/02/12	Air Tim	ne <u>Descrip</u> AM Live wit		`	Start/End Time 9-10am	Ler	ngth Ac	<u>d-ID</u> .6000 sr				Rate 1	
			5.107	=			J- IValli		.30 DL	.0000 SL	,			\$500.00	NM

INVOICE





WTAE
P.O. Box 26887
Lehigh Valley, PA 18002-6887

 Invoice #
 Invoice Date
 Invoice Month
 Invoice Period

 969255-1
 11/11/12
 November 2012
 10/29/12 - 11/06/12

<u>Advertiser</u>	Product	Estimate Number
Levdansky/D/Pa State House	Election	203

Net Amount Due

\$13,472.50

www.thepittsburghchannel.com

Line Start Date	e End Date	Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Data	_	
18 11/05/12		Live with Kelly	9-10am	M		The State of	Rate	Туре	
Class of	Time - Pre-em	ptible with notice		v	:30	1	\$500.00	NM	
Weeks:	Start Date 11/05/12	End Date MTWTFSS M	1	<u>Rate</u> \$500.00					
Spots: <u>#</u> Ch <u>Day Air Date</u> <u>Air Time Description</u> 1 WTAE M 11/05/12 9:11 AM Live with Kelly				Start/End Time		h Ad-ID			Rate Type
over the late with rolly				9-10am	:3	:30 DL6000 SD			\$500.00 NM
19 11/05/12	11/05/12	Jimmy Kimmel	1205-105A / 1135	P. M	:30	1	\$400.00	NM	
Weeks:	Start Date 11/05/12	End Date MTWTFSS 11/11/12 M	1	<u>Rate</u> \$400.00					
Spots: # C				Start/End Time		h Ad-ID			Rate Type
1 V	VTAE M 11	/05/12 1:18 AM Jimm	ny Kimmel	1205-105A / 113	35P :3	0 DL6000 S	D		\$400.00 NM
20 11/05/12	11/05/12	5-6am News	5 - 6am	M	:30	1	\$500.00	NM	
Weeks:	Start Date 11/05/12	End Date MTWTFSS 11/11/12 M	Spots/Week 1	<u>Rate</u> \$500.00					
	Spots: # Ch Day Air Date Air Time Description				Lengt	h Ad-ID			Rate Type
1 WTAE M 11/05/12 5:27 AM 5-6am News				5 - 6am	:3	0 DL6000 SI)		\$500.00 NM
21 11/05/12	11/05/12	Inside Edition	7-7:30pm	M	:30	1	\$1,500.00	NM	
Weeks:	Start Date 11/05/12	End Date MTWTFSS M	Spots/Week 1	<u>Rate</u> \$1,500.00					
Spots: # C			ription	Start/End Time	Length	Ad-ID			Rate Type
	See MG		e Edition	7-7:30pm	:00	0			\$1,500.00 NM
2 W	2 WTAE M 11/05/12 7:19 PM World News Tonight MG for 21.1 11/05			6-7PM	:30) DL6000 St)		\$1,500.00 NM
				Total Spots	2	3			
							Gross Total		\$15,850.00
Payment T	erms 30	Days			Δ	0			
		-				Agency	Commission		\$2,377.50